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January 13, 2025

**Via ECF**

Hon. Ronnie Abrams  
 Southern District of New York

Re: 1:24-cv-08473 (RA)

Dear Judge Abrams:

This office represents Plaintiff. The parties jointly request to adjourn the Court ordered conference scheduled for January 16, 2025. The basis for the request is that the parties have agreed to provide the Court with a settlement agreement consistent with *Cheeks*. This afternoon I provided Defendants a draft of a settlement agreement that I believe is consistent with *Cheeks*.

We request to have three weeks to finalize the settlement agreement.

I want to thank Defendants' counsel for their professionalism. I also want to thank the Court for its patience and understanding.

Respectfully,

**Via ECF**

*All attorneys on record*

/s Jacob Aronauer  
 Jacob Aronauer

Application granted. The January 16 conference is adjourned *sine die*. No later than February 14, 2025, the parties shall submit a joint letter setting forth their views as to why their settlement is fair and reasonable and should be approved, accompanied by all necessary supporting materials. In light of the presumption of public access attaching to "judicial documents," see *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119 (2d Cir. 2006), the parties are advised that materials on which the Court relies in making its fairness determination will be placed on the public docket, see *Wolinsky v. Scholastic Inc.*, No. 11-CV-5917 (JMF), 2012 WL 2700381, at \*3-7 (S.D.N.Y. July 5, 2012).

The parties are advised, however, that the Court will not approve of settlement agreements in which: (a) Plaintiffs "waive practically any possible claim against the defendants, including unknown claims and claims that have no relationship whatsoever to wage-and-hour issues," *Gurung v. White Way Threading LLC*, 226 F. Supp. 3d 226, 228 (S.D.N.Y. 2016) (internal quotation marks omitted); or (b) Plaintiffs are "bar[red] from making any negative statement about the defendants," unless the settlement agreement "include[s] a carve-out for truthful statements about [P]laintiffs' experience litigating their case," *Lazaro-Garcia v. Sengupta Food Servs.*, No. 15 Civ. 4259 (RA), 2015 WL 9162701, at \*3 (S.D.N.Y. Dec. 15, 2015) (internal quotation marks omitted).

SO ORDERED.



Hon. Ronnie Abrams  
 January 15, 2025